made or sent makes no reply, even though the offer states that silence will be taken as consent for the offerer cannot prescribe conditions of rejection so as to turn silence on the part of the offeree into acceptance.' 13 C. J., p. 276, sec. 74.

"Another author states the rule thus:

" 'A party cannot by his wording of his offer turn the absence of communication of acceptance into an acceptance and compel the recipient of his offer to refuse at the peril of being held to have accepted it.' Clark on Contracts, secs. 31, 32.

"Page on Contracts, sec. 42, says:

" 'Failure or omission to reject an offer is not the equivalent of an acceptance. . . . Even if the party making the offer prescribes that a failure to answer should be regarded as an acceptance such failure does not amount to an acceptance. The party to whom the offer is made may however have agreed that his silence shall be equivalent to an acceptance and this agreement may be understood from the conduct of the parties.'

"This doctrine has been recognized and applied in a wide range of cases. Illustration may be found in Felthouse *v.* Brindley, 11 C. B. N. S., 869; In re Empire Assoc. Corp., L. R., 6 Ch., 266; Prescott *v.* Jones, 69 N. H. 305, 41 Atl. 352; More *v.* Ins. Co. 130 N. Y. 537, 547, 29 N. E. 757; Raysor *v.* Berkeley Co. Ry. & L. Co., 26 S. C. 610, 2 S. E. 119; Royal Ins. Co. *v.* Beatty, 119 Pa. 6, 12 Atl. 607, 4 Am. St. Rep. 622; Cincinnati Equipment Co. *v.* Coal Co., 158 Ky. 247, 164 S. W. 794. Of course, the conduct of the offeree may be of such a character that although he remains silent his acts import acceptance or assent and therefore in the eye of the law may be regarded as such, as in Beverly *v.* Lincoln G. L. Co., 6 Adol. & E. 829; Orme *v.* Cooper, 1 Ind. App. 449, 27 N. E. 655; Hobbs *v.* Massasoit Whip Co., 158 Mass. 194, 33 N. E, 495; Bohn Mfg. Co. *v.* Sawyer, 169 Mass. 477, 48 N. E. 620. In this class of cases the question of acceptance inferable from conduct would be one of fact for the jury."

Bills and Notes—Body of Note Controls Marginal Notation.—In Fales *v.* Wilson, 116 Atl. 268, the Supreme Judicial Court of Maine held that the body of a note containing no promise to pay interest controls over the words "and interest" following the figures $100 above the writing, and not shown to be a part of the note and included in the actual agreement of the parties.

The court said in part: "The marginal memorandum contradicts the note; contradicts the signed promise to pay. Which shall govern, the deliberate, signed promise to pay, or a memorandum which may have been made by a person not a party to the note? It is the opinion of the court that the note should govern, and not a marginal memorandum or notation, which is not shown to be a part of the note, and included in the actual agreement between the parties. In other words, the note, once made, cannot be altered without the consent of

the maker. The rule stated in Alden *v.* Machine Co., 107 Me. 510, 78 Atl. 977, that a note is to be construed from all that appears within its four corners, does not comprehend the condition existing in the instant case. That rule has its exceptions, as when memoranda were placed outside the note proper: Becker *v.* Hofsommer, 186 Ill. App. 553. As to date of maturity: Fisk *v.* McNeal, 23 Feb. 726, 37 N. W. 616, 8 Am. St. Rep. 162; Danforth *v.* Sterman, 165 Iowa 323, 145 N. W. 485; Dark *v.* Middlebrook (Tex. Civ. App.), 45 S. W. 963. Memorandum of amount: Coolbroth *v.* Purinton, 29 Me. 469; Sweetser *v.* French, 13 Met. (Mass.) 262. See Nat. Bank of Rockville *v.* Second Bank of Lafayette, 69 Ind. 485; Corgan *v.* Frew, 39 Ill. 31, 89 Am. Dec. 286; Hollen *v.* Davis, 59 Iowa 444, 13 N. W. 413, 44 Am. Rep. 668. And it will be found that, when memoranda were admitted, they did not contradict or add to the provisions of the note, but related to the kind of money payable, the place of payment, extension of time, or change in manner of payment. Jones *v.* Fales, 4 Mass. 252; Tuckerman *v.* Hartwell, 3 Greenl. 147, 14 Am. Dec. 225; Franklin Savings Inst. *v.* Reed, 125 Mass. 365; Heywood *v.* Perrin, 10 Pick. (Mass.) 228, 20 Am. Dec. 518; Cushing *v.* Field, 70 Me. 54, 35 Am. Rep. 293. See Negotiable Instruments Law, 1917, c. 257, § 17, and note in Crawford on Negotiable Inst. Law, p. 47."

Inns and Inkeepers—Bailee of Goods from One Not Guest.—In Adelphia Hotel Co. *v.* Providence Stock Co., 277 Fed. 905, the U. S. Circuit Court of Appeals for the Third Circuit held that an innkeeper may, as a bailee, with or without reward, receive goods from one who is not strictly his guest. Where defendant, keeper of a hotel, accepted plaintiff's trunk for storage, and received pay therefor, and afterward undertook for hire to transfer the trunk to a railroad station, and delivered it to the driver of a wagon, who stole it, defendant was liable for the loss as innkeeper, if the driver was its servant, and if not, as bailee for hire, if it was chargeable with want of ordinary care in delivering the trunk to him.

The court said in part: "Where an inkeeper, offering the public entertainment and care, puts a person in the position of a servant with the duties of a servant with respect to the facilities of such entertainment, and reserves and exercises control over his work, and says nothing and does nothing whereby a private arrangement to the contrary is disclosed to the public, and so constructively to the plaintiff, the principal is estopped from disclaiming the relation of master to the person so positioned and from avoiding liability for his negligence. Dickinson *v.* Winchester, 4 Cush. (Mass.) 114, 50 Am. Dec. 60.

"Putting aside the question whether the head porter was an independent contractor, the trial court submitted the case to the jury, not on the defendant's liability arising alone from the relation of innkeeper and guest, where care of baggage is an incident to the enter-